

NAVAJO COUNTY NOTICE OF INVITATION FOR BIDS F13-05-16

Annual Contract for Advertising and Printing

Pursuant to ARS§ 11-255, the Navajo County Board of Supervisors has called for bids of an annual contract for all advertising and printing required or authorized to be made by all departments of county government for the year **July 1, 2013 to June 30, 2014.** All "qualified newspapers" (as defined below) within the county are invited to submit bids. Bidders should familiarize themselves with the contents of ARS§ 11-254.01, 39-201 through 39-205, and 39-221.

The bidder shall be a **qualified newspaper**. A qualified newspaper is one that (1) is published within the county from a known office of publication; (2) bears dates of issue and is numbered consecutively; (3) is regularly issued for the dissemination of news of a general and public character at stated short intervals of time (daily, weekly, etc.); (4) is not designed primarily for advertising, free circulation or circulation at nominal rates; (5) has a bona fide list of paying subscribers; and (6) has been admitted in the United States as second-class mail matter for at least one year as of the date of the bid. All bids must be accompanied by an affidavit of the publisher that the newspaper is qualified pursuant to the foregoing requirements.

Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office,100 East Code Talkers Drive, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office.

Bids must be submitted in a sealed envelope. The <u>IFB number</u> and the <u>bidder's name</u> and address should be clearly indicated <u>on the outside</u> of the envelope. Failure to clearly indicate IFB number, name and address on the outside of the bid package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be addressed to the Procurement Officer listed below.

IFB NUMBER: F13-05-16

IFB DUE DATE:

BID OPENING DATE:

SUBMITTAL LOCATION:

JUNE 10, 2012 AT 3:00 P.M. LOCAL AZ TIME

JUNE 10, 2012 AT 3:15 P.M. LOCAL AZ TIME

Clerk of the Board of Supervisor's Office

100 East Code Talkers Drive Holbrook, Arizona 86025

DIRECT WRITTEN QUESTIONS TO:

Mary Jane Springer, Procurement Officer

(928) 524-4046

mary.springer@navajocountyaz.gov

HTN 5//22/2013 & 5/29/2013 Publish Date(s)

MJS

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Scope of Work

- 1. The bidder shall be a **qualified newspaper**. A qualified newspaper is one that (1) is published within the county from a known office of publication; (2) bears dates of issue and is numbered consecutively; (3) is regularly issued for the dissemination of news of a general and public character at stated short intervals of time (daily, weekly, etc.); (4) is not designed primarily for advertising, free circulation or circulation at nominal rates; (5) has a bona fide list of paying subscribers; and (6) has been admitted in the United States as second-class mail matter for at least one year as of the date of the bid. All bids must be accompanied by an affidavit of the publisher that the newspaper is qualified pursuant to the foregoing requirements.
- The bid shall be for the publishing of official or legal notices, publications and classified advertisements required or authorized to be made by Navajo County in the conduct of the county's business, and other matters deemed necessary by the county to be published. Bid award will be based on lowest cost for legal advertising.
- 3. The bid shall be at a rate per column inch for County publications (legal, classified display, display advertising, etc.). Legal publications shall not be larger than the regular body type of the newspaper in which it is published.
- 4. Enclosed is a sample of a legal publication item. The bid shall include a sample billing for this item and an example of how this item would appear pursuant to the above requirements.
- 5. The bidder shall agree to provide the Navajo County Clerk of the Board of Supervisors with a copy of every issue of the paper in which county publications, advertisements or notices are published. In addition, the bidder shall agree to provide 10 additional copies to the Clerk of the Board.
- 6. The bidder shall agree that all items will be published on the date specified by the requesting department, and no alternative publishing date will be used unless approved by the requesting department. The successful bidder will be responsible for proof-reading, except for camera-ready items. All items shall be in the type and form prescribed by law.
- 7. All items to be published will be made available to the successful bidder at the Board of Supervisors' Office in Holbrook, Arizona or by e-mail directly to the publisher. The successful bidder shall pick up these items for publication upon notification of their availability or at a set time agreed upon by the Clerk of the Board or confirm by e-mail the receipt of such items.

Sample – please provide a sample billing and how this item would appear in your publication.

BOARD OF SUPERVISORS NAVAJO COUNTY, ARIZONA NOTICE OF PUBLIC HEARING TUESDAY, MARCH 18, 2008 Pursuant to

Arizona Revised Statutes § 11-391

PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be conducted by the Board of Supervisors ("Board") of Navajo County, Arizona ("County") at the meeting of the Board on Tuesday, March 18, 2008, which begins at 9:30 a.m. (or as soon thereafter as can be accommodated by the Board's agenda) in the Board's Meeting Room at the County Complex, 100 East Carter Drive, South Highway 77, Holbrook, Arizona, on a proposal for the County to incur "long term obligations" of the County (within the meaning of A.R.S. § 11-391) in a principal amount not to exceed \$8,400,000 with estimated total financing costs (including interest costs) of \$3,300,000. Repayment of the principal of and interest on the long term obligations is expected to be secured only by certain excise taxes imposed or received by the County pursuant to law and will not be secured by the full faith and credit of the County or by a pledge of its ad valorem taxes. The purposes of the long term obligations are to finance one or more of the following capital projects: (1) the construction of a new County administrative building at 2188 W. Country Club Dr., Overgaard, which will include space for a Sheriff's substation and court room; (2) renovations and improvements to, or replacement of, water tanks and facilities at the County Complex in Holbrook; (3) renovations and improvements to the electrical system at the County Complex in Holbrook; and (4) the acquisition of sites, improvements and buildings thereon, at 550 North 9th Place and at 904 East Deuce of Clubs, each in Show Low, which will serve as a new regional County Service Center. Long term obligations are expected to be issued only in a principal amount sufficient to finance the costs of the capital projects plus any required reserve funds and associated issuance expenses. Interested parties may present oral comments at the hearing or send written comments to the Board. Written comments must be sent to the Navajo County Board of Supervisors, P.O. Box 668, 100 East Carter Drive, South Highway 77, Holbrook, Arizona, 86025, Attention: Darlene Fraley, Clerk of the Board, and clearly marked "Re: Proposal to Incur Long Term Obligations." Written comments must be mailed or delivered in sufficient time to be received before the Board's meeting on April 15, 2008 at which time the Board expects to take action on the proposal to incur such long term obligations.

Dated: February 27, 2008

NAVAJO COUNTY BOARD OF SUPERVISORS

By: /s/ Darlene Fraley

Title: Clerk of the Board

3158-T2/27

INSTRUCTIONS TO OFFERORS

1. PROPOSAL FORMAT: Original and 1 copies (2 total) of each bid proposal should be submitted. The original copy of the bid should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the IFB. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original IFB. The County will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's bid.

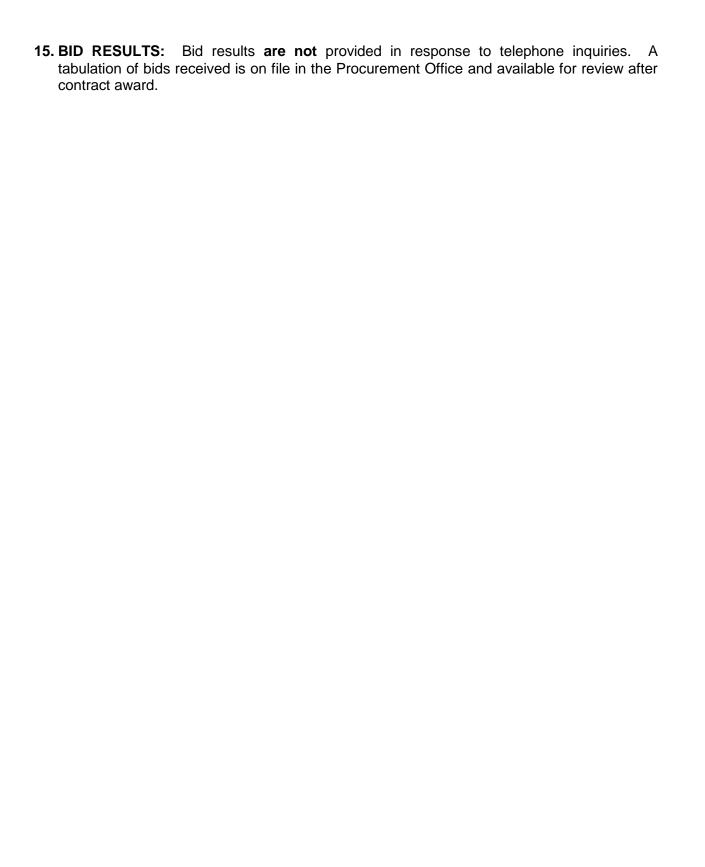
2. PREPARATION OF BID:

- A. Facsimiles, telegraphic bids or mailgrams shall not be considered.
- B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the bid.
- C. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the vendor offer.
- D. In case of error in the extension of prices in the bid, unit price shall govern when applicable.
- E. Periods of time, stated as a number of days, shall be in calendar days.
- F. It is the responsibility of all Offerors to examine the entire invitation for bids package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 3. WHERE TO SUBMIT BIDS: In order to be considered, the Offeror must complete and submit their bid to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Invitation for Bids page. The Offeror's bid shall be presented in a sealed envelope. The words "SEALED BID" with SERVICE DESCRIPTION, IFB NUMBER, DATE AND TIME OF BID OPENING shall be written on the envelope.
- **4. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
- 5. INQUIRIES: Any question related to an Invitation for Bid shall be in writing and directed to the Procurement Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate Invitation for Bid number, page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official bid due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Invitation for Bid amendment will be binding.
- **6. REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their bid. Any such request shall be for informational purposes only and does not constitute discussions.
- **7. AWARD OF CONTRACT:** Notwithstanding any other provision of the Invitation for Bids, the County reserves the right to:
 - (1) Waive any immaterial defect or informality; or

- (2) Reject any or all bids, or portions thereof; or
- (3) Reissue the Invitation for Bids.

A response to any Invitation for Bids is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Invitation for Bids. Bids do not become contracts unless and until they are executed by the County's Procurement Manager. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Invitation for Bids, unless any of the terms and conditions are modified by a Invitation for Bids amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- 8. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a bid, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 9. LATE BIDS: Late bids shall not be considered.
- **10. WITHDRAWAL OF BIDS:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the bid. Facsimile or telephone withdrawals shall not be considered.
- 11. AMENDMENT OF INVITATION FOR BIDS: The Offeror shall acknowledge receipt of an Invitation for Bids amendment by signing and returning the document by the specified due time and date. Amendments may be obtained during regular business hours at the Navajo County Procurement Office at: 100 East Carter Drive, Holbrook, Arizona 86025. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.
- **12. SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Offeror's bid.
- **13. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 14. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Invitation for Bids is an offer to contract with the County based upon the contract provisions contained in the County's Invitation for Bids, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Invitation for Bids cannot be modified without the express written approval of the Manager or his designee. If a bid or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the County's Invitation for Bids shall prevail.



STANDARD TERMS AND CONDITIONS

- **1. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.
- 2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:

In the opinion of the County, contractor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, contractor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract:

In the opinion of the County, contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and

available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 3. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
- 4. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
- 5. INDEPENDENT CONTRACTOR: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

- 6. AFFIRMATIVE ACTION: Contractor agrees to abide by the applicable provisions of the County. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
- 7. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.

- 8. PATENT INFRINGEMENT: The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part in enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
- **9. DUPLEXED/RECYCLED PAPER:** The Contractor shall ensure that, when practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- **10. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- 11. CONFIDENTIALITY OF RECORDS: The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 12. GRATUITIES: The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 13. APPLICABLE LAW: This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.

- 14. CONTRACT: The contract shall be based upon the Invitation for Bids issued by the County and the offer submitted by the Contractor in response to the Invitation for Bids. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- **15. LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
- **16. CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Contractor.
- 17. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- **18. SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
- 19. INTERPRETATION PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 20. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 21. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the

strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

- **22. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposal shall be received at the Procurement Office before the Request for Proposal opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Request for Proposal or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
- 23. OVERCHARGES BY ANTITRUST VIOLATIONS: The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
- 24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
- **25. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.
- **26. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

27. FORCE MAJEURE:

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or

mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 28. INSPECTION: All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 29. PAYMENT: A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice or process payment by credit card.
- **30. COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- **31. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
- 32. SUBSEQUENT EMPLOYMENT: The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.

33. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive. **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"County" Navajo County, Arizona

"Contractor " The individual, partnership, or corporation who, as a

result of the competitive proposal process, is awarded

a contract by Navajo County.

"Contract" The legal agreement executed between Navajo

County, AZ and the Contractor/Consultant.

"Contract Representative" The County employee or employees who have

specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's

performance under this contract.

"Offeror" The individual, partnership, or corporation who

prepares and submits proposal for consideration.

"Procurement Manager" The contracting agent for Navajo County, Arizona.

SPECIAL TERMS AND CONDITIONS

1. HB 2151 – Iran Investments A.R.S § 35-393

Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Contractor to certify that the Contractor does not have scrutinized Business Operations in Iran.

2. HB 2151 - Sudan Investments and Business Operations A.R.S § 35-391

Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Contractor to certify that the Contractor does not have scrutinized Business Operations in Sudan.

3. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT

- 8. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 9. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 10. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 11. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under

SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, State or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The State also may exercise any other remedy available by law.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name	
Date	
By	
Name and Title of Authorized Representative	
Signature of Authorized Representative	_
SBA Form 1623 (10-88)	

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction,

- unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

PRICE PAGE

All bids must be accompanied by an affidavit of the publisher that the newspaper is qualified pursuant to the foregoing requirements.

Enclosed is a sample of a legal publication item. The bid shall include a sample billing for this item and an example of how this item would appear pursuant to the above requirements (i.e., type set and according to state statute requirements).

Provide Sample Billing

The bid shall be at a rate per column inch for **all** County publications (legal, classified display, display advertising, etc.). Legal publications shall be according to Arizona State statute requirements §39-221.

Statement of agreement that above service will be at no charge

The bidder shall agree to provide the Navajo County Clerk of the Board of Supervisors with a copy of every issue of the paper in which county publications, advertisements or notices are published. In addition, the bidder shall agree to provide 10 additional copies to the Clerk of the Board.

Provide statement of agreement

Provide any other pertinent bid information

OFFER FORM

TO NAVAJO COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the invitation for Bids F13-05-16.

For clarification of this offer, contact:	
	Name:
Company Name	
	Phone:
Address	
	Fax:
City State Zip	
	E-mail:
Signature of Person Authorized to Sign	
Printed Name	
-	<u></u>
Title	
ACCEPTANCE OF OFFER:	
The offer is hereby accepted.	
<u> </u>	ide the materials or services listed in IFB# F13-05-10 tions, amendments, etc., and the Contractor's' Offer a
	commence any billable work or to provide any material of ecceives this signed sheet, or written notice to proceed.
Awarded this day of	20
AUTHORIZED SIGNATURE	